

6/25/96 - 6/24/06

**CITY OF QUINCY
COMMONWEALTH OF MASSACHUSETTS**

***Cable Television
Renewal License***

**Issued Pursuant to Chapter 166A of the Massachusetts General Laws;
the Cable Communications Policy Act of 1984;
the Cable Television Consumer Protection;
Competition Act of 1992; and
the Telecommunications Act of 1996**

-June 25, 1996-

CITY OF QUINCY
COMMONWEALTH OF MASSACHUSETTS
CABLE TELEVISION RENEWAL LICENSE

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ARTICLE I

DEFINITIONS

Section 1.1 DEFINITIONS

For the purpose of this License, the following words, terms phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

Affiliate or Affiliated Person: Any person or entity who or which directly or indirectly controls and owns an interest in Licensee; any person which Licensee directly or indirectly controls and in which Licensee owns an interest; and any person directly or indirectly subject to control and owned in whole or in part by a person who or which directly or indirectly controls and owns an interest in Licensee; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996).

Cable Service: The transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection of such video programming which Licensee may make available to subscribers generally.

Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the City.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

City: City of Quincy.

Commission: The Massachusetts Community Antenna Television Commission.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: Any Channel which has been allocated for use by educational organizations and institutions in the City of Quincy.

FCC: The Federal Communications Commission, or any successor agency.

Government Access: Any channel which has been allocated for use by the City of Quincy, the Issuing Authority or their designee(s).

Gross Annual Revenues: Compensation, in whatever form, exchange or otherwise, received by Licensee which is derived from all revenues for the provision of cable service on the Cable

System within the City of Quincy, installation revenues (including, among other things, reconnection and second set), equipment charges, advertising revenues derived and received from the Cable System, leased access revenues, and any other revenues from the operation of the cable television system in the City of Quincy; provided, however, that gross annual revenues shall not include (1) any fees (according to applicable law) or taxes on services furnished by the Licensee which are imposed upon any subscriber or user (as opposed to Licensee) by the State, City of Quincy or other governmental unit and collected by the Licensee on behalf of said governmental unit; (2) programming revenues of any Affiliate whose programming is carried on the system where such revenues are paid to said Affiliate by the Licensee and recovered by the Licensee through charges to subscribers that are included in Gross Revenues; (3) to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, reimbursements from Affiliates or vendors, returned checks and asset sales when such sales do not occur in the ordinary course of business; and (4) revenues of any Affiliate from the sale of merchandise or non-cable services, including subscriptions to periodicals, as a result of or due to advertising on the system; and (5) revenues generated by the provision of telecommunications service pursuant to the Telecommunications Act of 1996. In the event that an Affiliate is responsible for the advertising, advertising revenues shall be deemed the pro-rata portion of advertising revenues, less expenses, paid to the Cable System by an affiliate for said affiliate's use of the Cable System for the carriage of advertising.

Issuing Authority: The Mayor of the City of Quincy, Massachusetts.

Leased Channel: Any channel available for lease for programming by persons other than Licensee.

Licensee: Continental Cablevision of Massachusetts, Inc., or any successor or transferee in accordance with the terms and conditions in this License.

Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to subscribers on a per-channel basis or as a package of services, in addition to the charge or fee to subscribers for basic service and for any such other tier as may be required pursuant to applicable law.

Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Public access: The right or ability of any resident of Quincy or organizations serving Quincy residents to use designated facilities, equipment and/or channels of the Cable Television System.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the City now or hereafter existing. Reference herein to “Public Way” or “Street” shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

Upstream Channel: A channel over which signals ‘travel over the cable system to the headend from remote points of origination.

ARTICLE 2
GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984 as further amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and subject to the terms and conditions set forth herein, the Mayor, as the Issuing Authority of the City , hereby grants a nonexclusive cable television license to Licensee, authorizing and Permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the City of Quincy.

Section 2.2 RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, all over, along, across or upon the Public Ways of the City of Quincy within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of video, data, text, audio or other signals in accordance with all applicable laws.

Section 2.3 APPLICABLE LAW

This License *is* granted under and in compliance with Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission (“FCC”), as amended, and all other municipal, state and federal rules and regulations in force and

effect during the period for which this License is granted. This License is subject to all rules and regulations of the Massachusetts Community Antenna Television Commission. Any reference herein to federal and state law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

Section 2.4 TERM OF RENEWAL LICENSE

This License shall become effective upon June 25, 1996 and shall expire at 12:00 p.m. midnight on June 24, 2006.

Section 2.5 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by M.G.L. c. 166A, sec. 7, and the regulations of the Commission promulgated thereunder, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application **therefor** as provided by the Commission and on forms prescribed by the Commission. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any reasonable administrative costs, up to **\$4,000.00**, including legal and consulting fees, incurred by the Issuing Authority in connection with the review of such application shall be reimbursed by the Licensee, or transferee.

Section 2.6 NON-EXCLUSIVITY OF LICENSE:

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a cable television system within the City of Quincy; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and **permit such** uses.

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License. This paragraph shall be subject to specific performance.

(c) The Issuance of additional license(s) shall be subject to all applicable federal law(s), and state laws, including M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage as a result of a competing multichannel video programmer operating in the City that is not required to be licensed by the City, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage in assessing a Section 625 request from the Licensee. The Issuing Authority and the Licensee agree that: (1) competition by another multichannel video programmer(s) in the City was unforeseeable as of the Execution Date of this Renewal License; (2) that such competition is beyond the control of the Licensee; and (3) that the nonoccurrence of such competition was a basic assumption upon which the requirements of this Renewal License was based. The Licensee shall have the right to obtain modification of requirements of this Renewal License if the Licensee demonstrates that (i)

it is commercially impracticable for the Licensee to comply with such requirement and (ii) the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability. Any final decision made by the Issuing Authority under this section shall be made in a public proceeding. Such decision shall be made within 120 days after receipt of such request by the Issuing Authority, unless otherwise extended by agreement of parties. The parties agree that the standard applied to the Licensee's request for modification is the same as provided under the "Commercial Impracticability" provisions of the UCC - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the UCC.

Section 2.7 POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License or to cable operators. Licensee shall comply with all applicable laws and ordinances enacted by the City pursuant to any such powers.

Section 2.8 REMOVAL OR ABANDONMENT

Upon termination of this License by ~~passage~~ of time or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the public ways and places and shall restore all areas to their original condition.

If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.9 PROCEEDINGS UPON EXPIRATION OR REVOCATION

In the event that this License is revoked, and **all** appeals have been exhausted, or that it expires, and that the Issuing Authority determines not to renew this License and all appeals have been exhausted, the Issuing Authority and the Licensee shall implement the provisions of Section **627** of the Cable Act, by transferring the **cable** system to **Quincy** or a subsequent licensee in accordance with 47 U.S.C. § 547.

ARTICLE 3
SYSTEM DESIGN AND CONSTRUCTION

Section 3.1 SUBSCRIBER NETWORK

(a) No later than September 30, 1996, the Licensee shall make available to all residents of the City a minimum seven hundred fifty Megahertz (750 MHz), fed by means of a fiber-optic transportation cable network, fully capable of carrying at least seventy-eight (78) TNSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. Said 750 MHz System shall be designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog two-way transmissions, which may be subject to change at the discretion of the Licensee.

(b) Timely completion of the upgrade to 750 MHz is subject to extension by reason of force majeure, and is contingent upon the receipt of timely approvals of permits, easements and all other prerequisites to construction by the City, governmental agencies, public utilities, property owners and vendors and other authorities provided such permits are pursued diligently by the Licensee. The City will give the Licensee its full cooperation in securing all permits, access rights, sub-headend or microwave link sites and other prerequisites to construction of the rebuilt system.

(c) Until that time, the Licensee shall continue to operate its four hundred Megahertz (400 MHz) cable system, currently capable of providing fifty-eight (58) downstream video channels.

(d) The Licensee shall not remove any television antenna of any Subscriber but shall offer to choose between cable and non-cable television reception.

(e) During the term of this License, Licensee shall use best efforts to employ state of the art technology in the operation of the Cable Television System taking into consideration the costs of doing so.

Section 3.2 **FUTURE TECHNOLOGY**

At the written request of the Issuing Authority in the fourth (4th) year or the sixth (6th) year of the License, the Licensee shall review ~~with~~ the Issuing Authority changes in relevant cable technology that might benefit **Quincy** Subscribers. For purposes of this subsection, “relevant cable technology” shall be defined as technologies such as, but not limited to, installation of fiber optic cable, converters compatible with video cassette recorders (VCR’s) and cable-ready television sets, remote control devices, high definition television (HDTV), audio services, on-line computer technology and new scrambling/descrambling processes. Upon written request, the Licensee shall also submit a report to the City, which lists comparable cable systems owned by the Licensee in Massachusetts and details the status of relevant cable technology in those systems. This report shall also provide cost amortization and other relevant information of like-size systems and how the Licensee intends to evaluate these new technologies.

Section 3.3 **CONSTRUCTION MAPS**

Upon written request by the Issuing Authority the Licensee shall file with the City accurate maps of all existing and proposed trunk and feeder installations within sixty days from receipt of said request. Thereafter, upon written request of the Issuing Authority and not more than annually, the Licensee shall file with the Issuing Authority accurate maps of all newly constructed cable plant.

Section 3.4 SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (noncommercial) dwelling unit in the Service Area in the City regardless of the type of dwelling, or its geographical location. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within 150 feet of the cable plant for an aerial drop, or 100 feet for an underground drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations.

Section 3.5 CURRENT INSTITUTIONAL NETWORK

(a) The Licensee shall continue to provide and maintain the Institutional Network operable pursuant to the terms of the prior License. Said I-Net shall be capable of transmitting composite video transmissions from and among the municipal buildings identified in Schedule 3.5 of this Renewal License. The Issuing Authority acknowledges that the current I-Net is not capable of transmitting high speed data. Any use of the current I-Net for data transmission is at the City's own risk.

(b) The Licensee shall provide one (1) I-Net Drop at no charge to each of the municipal buildings identified in Schedule 3.5. The Licensee shall provide one (1) I-Net Drop to any new municipal or school building which lies along its I-Net route within ninety (90) days of a written request by the Issuing Authority. Additional I-Net Drops, if any, in excess of the above shall be installed by the Licensee subject to payment by the City of the Licensee's actual costs for time and materials.

(c) Unless otherwise provided herein, the City and its designated I-Net users shall be solely responsible for any and all interface equipment including but not limited to, video production equipment. Licensee shall be responsible for all equipment necessary to make interaction possible with residential system.

(d) The Licensee shall be responsible for maintaining the I-Net, at no cost to the City, in accordance with the FCC Rules and Regulations, Part 76.

Section 3.6 CONSTRUCTION OF AN ADVANCED INSTITUTIONAL NETWORK FOR DATA TRANSMISSION

(a) If the Issuing Authority determines that is would like to transmit data over an Institutional Network, at any time during the term of the Renewal License the City may request the Licensee to construct a new, advanced Institutional Network, (I-Net) with a minimum capacity of 550 MHz and capable of transmitting 5-16 MHz in the reverse direction and 156-550 in the forward direction or the equivalent thereof. The advanced I-Net will be capable of transmitting composite video and high speed data from and among the municipal buildings described in Schedule 3.5. Within thirty days of receiving a written request from the City to construct an advanced I-Net, the Licensee and the City's designee shall conduct a joint inspection of the municipal buildings described in Schedule 3.5 and determine the precise location of the I-Net drop in each building. Construction of the advanced I-Net will commence within one hundred and twenty (120) days of receiving the written request to construct the advanced I-Net.

(b) If prior to construction, the Licensee determines that the I-Net's technical design described above does not meet the City's requirement, or that another design is more appropriate, Licensee may, in its discretion, alter the design of the I-Net provided that such alterations do not fundamentally change or reduce the I-Net's capabilities.

(c) Unless otherwise provided herein, the City and its designated I-Net users shall be solely responsible for any and all interface equipment including but not limited to, modems, routers, bridges modulators, demodulators and associated computer and video production equipment.

(d) The Licensee shall hold all rights and title in the advanced I-Net, but shall provide the City the right to use the I-Net throughout the remaining term of this Renewal License subject to the following conditions:

(1) The City shall reserve up to seventy-five percent (75%) of the I-Net capacity for municipal use, but shall retain the coterminous right to use such reserved capacity for operation and maintenance of the I-Net and to comply with the terms of this Renewal License. The remaining capacity shall be reserved by the Licensee for its exclusive use, provided that the Licensee's use shall not interfere with the municipal use;

(2) The City may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes.

(e) The City shall have the right to use the I-Net, at no cost, for the transmission of composite video and data.

(f) The Licensee shall be responsible for maintenance of the I-Net in accordance with the following provisions:

(1) Licensee shall maintain an I-Net as prescribed by FCC Rules and Regulations, Part 76.

(2) Licensee shall determine and assign the transmit and receive frequencies for all I-Net users.

(3) Licensee shall determine and design the correct signal strength levels necessary at each location.

(4) The City may install its preferred equipment, provided, however, the data equipment to be used has been pre-approved by Licensee in advance of connection to the I-Net. Pre-purchase approval is recommended.

(5) The City shall designate a certified, experienced data communications professional (ex., MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the City for all setup and ongoing operations of LAN to LAN connectivity over the I-Net.

(6) Licensee's role in supporting free data transmission shall be limited to the minimum services outlined above. Licensee shall charge the City for all service calls not related to the radio frequency performance of the I-Net, including adds, moves and system changes. Charges shall be billed on a time and materials basis.

(7) Any user who causes interference or renders the I-Net system ineffective shall be notified and disconnected by Licensee after with consultation by the Issuing Authority.

(g) Upon construction and activation of the advanced I-Net, the Licensee shall no longer be required to maintain the I-Net provided for in **Section 3.5** of this Renewal License.

(h) The Issuing Authority agrees to pay the Licensee to construct this advanced I-Net. The Issuing Authority and the Licensee acknowledge that the current cost of constructing an I-Net is \$15,000 per mile. Licensee agrees that it will limit cost assessed to the Issuing Authority to a maximum of **\$11, 250.00** (\$15,000 - \$ 3,750 (value of I-Net retained for Licensee's use)) multiplied by the total number of I-Net miles constructed, regardless of when the I-Net is

constructed. Furthermore, the Licensee agrees any cost will reflect a **lesser** amount if the cost to construct an I-Net is less than \$15,000 per mile at the time the I-Net is constructed.

(i) Nothing provided in this section shall preclude the City from using an alternative vendor to construct and/or maintain an advanced I-Net or other Wide Area Network (WAN).

(j) Notwithstanding any other provision herein, upon construction of the advanced I-Net, the City and the Licensee may contract for additional services, including Ethernet Service, at the prevailing market rate.

Section 3.7 ETHERNET GRANT

Should the City decide to enter into a commercial arrangement with the Licensee for Ethernet Service, in order to assist the City in utilizing the advanced I-Net for data transmission services, the Licensee shall provide the City with a 25% discount on all Ethernet charges. This 25% discount will be taken on the then prevailing municipal rate. This discounted rate will be available to the City for the first two (2) years of any Ethernet Service Agreement.

Section 3.8 SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Licensee shall provide, free of charge, an activated outlet of standard service, or the level of service which includes Cable in the Classroom programming as long as Licensee receives Cable in the Classroom programming under agreements or pursuant to terms similar to those which are currently in place, excluding premium channels, to public buildings along its cable routes upon written request of the Issuing Authority. Subsequent to the completion of the upgrade and continuing throughout the balance of the term of the License, upon *written* request of the School Department, Licensee shall install cable service to up to ten (10) additional

classrooms per year provided that the School Department is able to demonstrate to Licensee's reasonable satisfaction that there is a demonstrated need in the classroom(s) under consideration.

(b) Should the Quincy School Department wish to undertake additional classroom wiring, subject to Licensee's technical standards, it may contract its own labor to accomplish such wiring. Licensee shall provide necessary cable and other required materials at no cost to the School Department for these installations.

(c) Any location in the Quincy public schools which have been wired for cable service shall be entitled to a cable converter which can receive the fullest level of cable service other than premium or a la carte channels.

Section 3.9 EMERGENCY AUDIO ALERT

The Licensee shall provide an emergency audio alert system. This system will enable the Issuing **Authority** or its designee to override all channels permitted by the FCC on the subscriber system with the emergency message. Licensee will comply with any applicable FCC regulations regarding the its emergency audio alert system. Licensee shall not be required to provide a locally accessed emergency override if such system with conflict with the federally mandated EAS system.

Section 3.10 STANDBY POWER

The Licensee shall maintain standby power at the **headend** facility and any sub-headend facilities servicing the City . Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shah become activated automatically upon the failure of normal power **supply**. Upon written request, Licensee shall

furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

Section 3.11 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the cable system, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the City and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on City property shall occur except upon a permit in writing from the City Tree Warden or other person designated by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.

Section 3.12 UNDERGROUND WIRING OF UTILITIES

In areas of the City having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. When possible, Licensee shall be able to use the underground conduit maintained by the City based upon a mutually agreeable arrangement. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.

Section 3.13 PEDESTALS AND VAULTS

In any cases in which vaults housing passive devices are to be utilized, in the City public ways or within the City public layout, such equipment must be flush at ground level or completely buried (in accordance with applicable Public Works Department regulations); provided, however, that Licensee may place active device (amplifiers, line extenders, power

supplies, etc.) in a low-profile electronic control box, at City approved locations to be determined when Licensee applies for an underground permit, which shall not be unreasonably denied. All such equipment shall be shown on the construction maps submitted to the City in accordance with Section 3.4 herein.

Section 3.14 **PRIVATE PROPERTY**

Licensee shall be subject to all laws, bylaws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City . Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 3.15 **RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the City 's Department of Public Works Commissioners or their designee provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable **time**, the City may fix a reasonable time and notify the Licensee in writing of the restoration required and the time **fixed** for performance. Upon failure of the Licensee to comply within the time specified, the City may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the City, or otherwise, subject to the Letter of Credit provision of Section 7.5 of this License.

Section 3.16 COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the City, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be in accordance with applicable law.

Section 3.17 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the cable system when required by the City for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

Section 3.18 RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the City at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The City shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.19 SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of twenty-four (24) hours notice to affected subscribers. Licensee shall notify subscribers if, at any time, they are eligible for a rebate under applicable law.

Section 3.20 CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a cable television system and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the cable television system for which this License is granted shall be in conformance with the applicable provision of the National Electrical Code (Article 820), the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Community Antenna Television Commission and the FCC. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted simultaneously to the City.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the City , wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.21 RIGHT OF INSPECTION

(a) In the event the Issuing Authority reasonably suspects noncompliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times on reasonable notice to Licensee. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations.

(b) Any tests conducted by the City shall be at the sole cost and expense of the City and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the City shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing.

Section 3.22 SYSTEM INTERCONNECTION

Upon written request of the Issuing Authority, the Licensee shall use reasonable efforts to interconnect its residential cable system with any or all other adjacent systems owned and managed by the Licensee. Said interconnection request shall state the purpose for which interconnection is sought. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite, or other appropriate and economically feasible method. If the cost of the interconnection would be unreasonable or cause an unacceptable increase in subscriber rates, or if the system architectures involved are incompatible for purposes of interconnection, the Licensee may refuse to interconnect the cable system.

Section 3.23 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any government program providing for reimbursement.

ARTICLE 4
RATES AND PROGRAMMING

Section 4.1 INITIAL RATES

(a) The initial rates for all programming, installation and equipment which are in effect on the effective date of the License are listed in Schedule 4.1 of this License. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

(b) It is understood that, where applicable, Licensee shall be bound to the terms and conditions of its Social Contract with the FCC concerning rates and public benefits.

(c) It is acknowledged by Licensee that any itemization of franchise fees required under this License on subscriber bills, shall be offset on such bills, by the decrease in Licensee's expenditures for local origination programming.

Section 4.2 ELIGIBLE SENIOR CITIZEN DISCOUNT

Upon rate deregulation, March 31, 1999, Licensee shall offer a ten percent (10%) discount on the basic tier of service to all heads of household, age sixty-five (65) or older who are also Medicaid eligible at their permanent residence. In order to qualify for such discount affected seniors must present evidence of such eligibility to Licensee.

Section 4.3 RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

Section 4.4 PROGRAMMING CATEGORIES

Licensee has offered and shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other cable services set forth in Schedule 4.4 of this License;
- (2) all public, educational and governmental access channels required by Section 5.2 of this License.

Section 4.5 PROGRAMMING TIERS

(a) The initial programming and services offered by Licensee are listed in Schedule 4.5, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

(b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the City, should such right be granted to the City under applicable federal or state law in the future.

Section 4.6 LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.'

Section 4.7 STEREO TV TRANSMISSIONS

Provided that Licensee's **headend** is capable of receiving more of a television broadcaster's programming day in stereo, Licensee shall transmit this broadcast programming in stereo to its subscribers.

Section 4.8 CHANNEL LINEUP

Licensee shall notify the Issuing Authority and the subscribers, in advance, each time its channel lineup changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. In the event the channel lineup is changed during the term of the License, Licensee shall provide each subscriber with an updated channel lineup.

Section 4.9 REMOTE CONTROLS

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter.

ARTICLE 5

LOCAL ORIGATION AND ACCESS COMMITMENTS AND POLICIES

Section 5.1 LOCAL ORIGATION AND PUBLIC ACCESS FACILITIES AND PROGRAMMING

(a) Until such time as the transfer to Quincy Telecommunications Corporation is effectuated the Licensee shall maintain, manage: and operate a complete National Television Standards Code color television studio for purposes of local origination and access programming. All studio and portable equipment used in Licensee's existing local origination television studio shall continue to be deployed in said studio at the time of execution of this License and until such time as the transfer of operations to Quincy Telecommunications Corporation is effectuated pursuant to Section 5.2 of this License. Licensee shall maintain such equipment in good repair and make replacements and upgrades as necessary. An inventory of such equipment is attached hereto a Schedule 5.1.

(b) Until such time as the transfer to Quincy Telecommunications Corporation is effectuated, Licensee shall provide a minimum of five (5) hours of local origination and public access programming per week.

Section 5.2 TRANSFER OF PUBLIC ACCESS TO QUINCY TELECOMMUNICATIONS CORPORATION

(a) On or before June 25, 1997, upon ninety (90) days written notice from the Issuing Authority, such notice waivable upon the Licensee's election, the Licensee shall execute the three-party agreement between itself, the City and Quincy Telecommunications Corporation in the form attached hereto as Schedule 5.2. Once the three-party agreement has been executed, in

full, Licensee shall no longer be required to be responsible for any local origination or access programming to the City of Quincy nor shall be required to equip or maintain a studio.

(b) The Quincy Local Cable Programming Council (Council) existing under the prior License shall continue to operate until such time as Quincy Telecommunication Corporation is incorporated. This incorporation shall take place within sixty (60) days from the Effective Date of this Renewal License.

(c) Upon the thirty (30) days from the Effective Date of this Renewal License, the Licensee shall set aside \$50,000.00 from the fund accumulated under the prior License to be used by the Council during the remainder of its existence. This amount shall be used to fund current Council employees and for other local programming related needs. The Licensee shall remain responsible for maintaining employee benefits for Council's employees until such time as these employees become of the Quincy Telecommunications Corporation.

(d) Within thirty (30) days from the Effective Date of this Renewal License, the Licensee shall place \$110,000.00 from the fund accumulated under the prior License, in escrow, at the direction of the Issuing Authority, for use by the Quincy Telecommunications Corporation or such other cable related expenses deemed necessary by the Issuing Authority. Any interest accruing on this account shall be payable to the Quincy Telecommunications Council.

(e) Within thirty (30) days from the Effective Date of this Renewal License the Licensee shall pay to the Issuing Authority's designated escrowee, for capital expenditures for Quincy Telecommunications Corporation the sum of \$100,000.00.

(f) On or before November 15, 1996 the Licensee shall pay to the Quincy Telecommunications Corporation the sum of \$100,000.00 for capital expenditures. On or before November 15, 1996 the Licensee shall also advance the additional sum of \$100,000 to the

Quincy Telecommunications Corporation, such amount, including any adjustment for the time value of money, to be credited against the first annual payment due pursuant to the Agreement in Schedule 5.2 of the License, Article II, Section 1.

Section 5.3 QUINCY EDUCATIONAL TELECOMMUNICATIONS PROGRAM

(a) Notwithstanding the payments made pursuant to the provisions of G.L. Chapter 166A, Section 9, Licensee shall, commencing February 1, 1997 and on or before that date of each following year during the term of this License make a payment equal to 1% of its gross annual revenues for the prior fiscal year to the Issuing Authority, or its designee, for the purpose of promoting educational telecommunications programs. Such payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for purposes of any applicable federal limitation on franchise fees, provided that in any event franchise fees shall not exceed 5% of Licensee's gross revenues.

(b) Any payments to the ETP shall be used to support the operation and utilization of an educational telecommunications program centered around use of the cable system and may include, but not be limited to, such items as audiovisual equipment, salaries of personnel associated with educational media, telephone and other administrative costs, data transmission, rental of space for ancillary equipment to be used in conjunction with the program and other cable-related activities. If upon review of the annual report of the ETP as required under Section 5.3(e) of this License, Licensee determines that the use of the funds, or a portion thereof, has not been appropriate, Licensee may request a hearing before the Issuing Authority on this matter. If the Issuing Authority agrees with the Licensee, he/she shall take measures to see that such funds are expended appropriately in the future. If upon receiving a subsequent annual report required under Section 5.3(e) of this License, Licensee again determines that the use of said funds, or a portion thereof, has not been appropriate, Licensee may request an additional hearing before the

Issuing Authority. If the Issuing Authority agrees with Licensee's determination, it may direct Licensee to make payments due under Section 5.3(a) of this License directly to a nonprofit corporation which shall, under contract with the City, provide educational access services. Such Corporation shall be required to expend such funds exclusively to support educational access. If the Issuing Authority disagrees with the Licensee concerning the appropriateness of the use of funds, the matter shall be referred to the Commission, or other arbiter agreeable to the parties, whose decision on the appropriateness of expenditures shall be binding.

(c) To further support the Educational Telecommunications Program, Licensee shall make the following payments to this program which shall be used for capital expenditures:

On or before February 1, 1997 \$100,000.

(d) Should Licensee fail to timely make any payment under clauses (a) and (b) above, and should such failure continue for a period of 10 days from written notice thereof, then it shall additionally be charged an interest penalty which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America plus two percent. Payment of this interest penalty shall not preclude any other remedy available to the Issuing Authority under applicable law.

(e) On or about March 15 of each year following the execution date of this License, the Quincy School Department shall supply a report to Licensee and the Issuing Authority, certified by the chief financial officer of the School Department, specifying how operating and capital funds received in the prior calendar year have been spent and providing an overview of the Educational Telecommunications Program.

(f) If any section, sentence, paragraph, term or provision of this Section 5.6 is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such that any or all of the funding provided

by Licensee to the Educational Telecommunications Program becomes unavailable, then the Issuing Authority shall have the right to direct the Licensee to make payments equal to those which have been nullified, to a nonprofit corporation which shall be subject to the terms of this section.

(g) Licensee shall provide one (1) downstream channels on the subscriber network to ETP for educational access programming to the Quincy Public Schools and to the subscribers.

Section 5.4 SUPPORT FOR LIBRARY CABLE PROGRAMMING

To further the development of local access programming through the Quincy Public Library, the Licensee shall by on before February 1, 1997, provide a capital grant to the Library of \$75,000.00, to be expended on equipment and facilities to be used for the production and origination of cable programming. To support the operation of such equipment and facilities by the library staff, the Licensee shall make annual payments, commencing February 1, 1997 and on or before that date of each following year during the term of this License equal to .25% of its gross annual revenues for the prior fiscal year. Such payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for purposes of any applicable federal limitation on franchise fees, provided that in any event franchise fees shall not exceed 5% of Licensee's gross revenues.

SECTION 5.5 ACCESS CHANNEL(S) MAINTENANCE

Licensee shall monitor the public, educational and government access channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels, provided, however, that Issuing Authority acknowledges that the Licensee is not responsible for the technical quality of actual

programming. Upon written request, Licensee shall make available a copy of its most recent performance tests required by the FCC.

Section 5.6 GOVERNMENT ACCESS CHANNEL

(a) The Licensee shall designate one channel on its subscriber network for government access. The government access channel may be used by municipal departments and agencies to inform subscribers about City government and services. It shall not be used for political advertising or campaign programming. The use of the government channel shall be coordinated and managed by the Issuing Authority, which can make the channel available to state, federal and regional government departments as well. The Issuing Authority may coordinate, or contract with, the Quincy Telecommunications Corporation for assistance in its operation of the government access channel.

(b) Licensee shall, within six months of execution of this License, supply the Issuing Authority with a character generator, or Amiga type computer system, capable of alphanumeric and graphics generation on the government access channel. To further local government use of cable access and the institutional network and other cable related needs, the Licensee shall, by February 1, 1998 make a grant-of \$35,000.00.

ARTICLE 6
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 CUSTOMER SERVICE

The Licensee shall maintain a publicly listed, or toll free, customer service number for the general purpose of servicing customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The Licensee further agrees to locate at a convenient location within the City an office which shall serve customer needs, including at a minimum converter exchanges and bill payment. Said office shall be open for walk-in business during normal business hours, which may be changed from time to time to reflect the needs of the community.

If at any time during the term of this License, the Licensee is able to demonstrate that the customer service needs of cable subscribers in the City can be met by utilizing a third party operated customer service office or multiple payment centers, then the Issuing Authority may agree to relieve the Licensee of this obligation to maintain a customer service office without further amendment to this Renewal License.

Section 6.2 TELEPHONE ACCESS

(a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 AM to 5:00 PM Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls.

(b) Licensee shall provide a telephone answering service during other times which shall be informed how to respond in case of emergencies requiring standby technicians. Such answering service shall be also instructed to call upon Licensee's standby personnel when it is

evident that the complaints received are indicative of a problem effecting a large number of subscribers.

Section 6.3 INSTALLATIONS, OUTAGES AND SERVICE CALLS

Licensee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as Schedule 6.3.

Section 6.4 INSTALLATION

(a) Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and will make reasonable efforts to install at times convenient to subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) Licensee shall be responsible for picking up and changing converters at subscriber's request at no additional charge where such converter changeout is initiated by Licensee to provide additional channels that have become available as a result of Licensee's expansion of channel capacity. In order to improve service, Licensee reserves the right to offer subscribers the option of bringing converters in to a Licensee office for drop-off or exchange themselves.

Section 6.5 MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the utilization of video cassette recorders (VCR's) with cable services(s), including the cost for hooking up VCR's so that they function as manufactured, and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as VCR kits, **A/B** switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et seq. (See attached Schedule 6.7.)

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service.

Section 6.6 PARENTAL CONTROL

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

Section 6.7 BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Commission, 207 CMR 10.00 et seq., as those regulations may be amended from time to time, and will inform all prospective subscribers of complete information about billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service.

Section 6.8 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

Section 6.9 BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) working days of receiving notification from the subscriber. The subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay bonafide disputed bills, or portions thereof, upon notice of said dispute.

Section 6.10 PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee shall respect the rights of privacy of every Subscriber **and/or** user of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.

(b) Licensee shall comply with all privacy provisions contained in this Section 6.10 and all other applicable Federal and State laws including, but not limited to, the provisions of Section 63 1 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

(c) Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) Licensee shall notify all third parties who offer cable services in conjunction with Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

Section 6.11 PRIVACY WRITTEN NOTICE

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System subscribers, Licensee shall provide a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing Licensee's policy for the protection of subscriber privacy.

Section 6.12 DISTRIBUTION OF SUBSCRIBER INFORMATION

Licensee and its agents or employees shall not, without giving subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each subscriber annually through a written notice. A subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the subscriber either by name or address and Licensee shall abide by this request.

Section 6.13 POLLING BY CABLE

No poll or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

Section 6.14 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Licensee or its agents or its employees shall not make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual subscriber except as required by law.

Section 6.15 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Licensee shall make available for inspection by a subscriber at a reasonable time and place all personal subscriber information that Licensee maintains regarding said subscriber.

(b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to Licensee's General Manager.

Section 6.16 MONITORING

Neither Licensee or its agents nor the City or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, without the prior written authorization of the affected subscriber or commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay

cable services or pay-per-view. Licensee shall report to the, affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between a subscriber or commercial use and any third party, except as required for lawful business purposes Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected subscriber.

Section 6.17 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property will be required to show an employee photo-identification card.

Section 6.18 TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this License.

Section 6.19 NONDISCRIMINATION

Licensee shall not discriminate against **any person** in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of Federal and State regulations concerning nondiscrimination.

Section 6.20 LICENSEE'S PARTICIPATION IN **SUBSCRIBER** EDUCATION SEMINARS

In the first year following completion of the construction of the 750 MHz cable system, Licensee shall, upon written request of the Issuing Authority, offer a subscriber education session on new equipment and programming services pertaining to such system. Thereafter, the Licensee shall, no more frequently than once a year, and upon request by the Issuing Authority, participate in a seminar or symposium organized by the Issuing Authority to educate subscribers about cable programming and technology. The Licensee shall be available to explain what programming services it is currently offering and to demonstrate how its equipment can be used in conjunction with home video products such as video cassette recorders and remote control devices.

Section 6.21 MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIAL

In the event the Licensee surveys the Quincy subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary. In the event the Issuing Authority wishes to conduct its own cable television related survey of subscribers, provided Issuing Authority pays for the postage and the costs of any printed material for the mailing, the Licensee shall print stickers with subscriber names and shall implement the mailing. The Issuing Authority may request this service no more than three (3) times during the term of this License, provided such request is in writing and allows the Licensee a reasonable period of time in which to accomplish it.

ARTICLE 7
LICENSE ADMINISTRATION

Section 7.1 REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and **conditions** of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of noncompliance and may direct that such non compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

Section 7.2 INDEMNIFICATION

(a) The Licensee shall indemnify and hold the City and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to the License or exercise of any of its rights under this License. Upon receipt of notice in writing from the City, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

(b) In order for the City to assert its rights to be indemnified, defended, or held harmless, the City must:

(1) Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;

(2) The City shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the City , in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee; and

(3) The City shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

Section 7.3 INSURANCE

At all times during the term of this License, including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, written evidence of the following insurance policies:

(a) A general comprehensive liability policy naming the City, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by construction, upgrade, maintenance or operation of the Licensee's Cable Television System or alleged to have been so occasioned, with a minimum liability of one million dollars (\$1 ,000,000.00) for injury or death to any one person in any one occurrence.

(b) A property damage insurance policy naming the City, its officers, boards, commissions, agents and employees as co insureds on all claims for property damage, real or personal, occasioned by the construction, upgrade, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1 ,000,000.00) for damage to the property of any one person in any one occurrence.

Section 7.4 PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the City , with at least one good and **sufficient** surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the City in the sum of twenty-five thousand dollars (\$25,000.00). When the system upgrade is complete, the amount of the bond shall be reduced to the sum of ten thousand dollars (\$10,000.00). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the City for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Television System, the City shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the City as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the City that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

Section 7.5 LETTER OF CREDIT

(a) Upon a reasonable determination by the Issuing Authority that a material breach of this License has occurred, the Issuing Authority may require the Licensee to maintain, upon thirty (30) days notice from the Issuing Authority, at its own expense, an irrevocable documentary letter of credit from a financial institution in the amount of ten thousand dollars (\$10,000). The form and content of such letter of credit shall be approved by the Issuing Authority, which approval shall not be unreasonably withheld. The letter of credit shall be used to insure the faithful performance by the Licensee of all material provisions of this License, and compliance with all material orders, permits and directions of any office of the City having jurisdiction over the Licensee's acts of defaults under this License, and the payment by the Licensee of any claim, liens, fees or taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System.

(b) Withdrawals notwithstanding, the letter of credit shall be maintained during the term of this License in the amount of ten thousand dollars (\$10,000), (i.e., even if amounts have been withdrawn pursuant to subsection (a) or (c) of this section).

(c) Once the letter of credit is established, if the Licensee after thirty (30) days written notice fails to pay to the Issuing Authority any fees, taxes or penalties due and unpaid, or fails to repay the Issuing Authority within thirty (30) days of its written demand for any damages, costs or expenses that the Issuing Authority is compelled to pay by reason of any default of the Licensee in connection with this License; or, fails, after thirty (30) days written notice of such failure by the Issuing Authority, or such longer period as is reasonably necessary as determined by the Issuing Authority, to comply with any material provision of this License or to effect a cure, the Issuing Authority may, in its discretion, withdraw funds from the letter of credit equal to damages created thereby as determined by the Issuing Authority upon the following conditions:

(1) The Issuing Authority must indicate in the correspondence by which it initially notifies the Licensee of the default for which damages are sought that failure to cure the act or omission within thirty (30) days, or such longer period as is reasonably required, may result in a withdrawal from the letter of credit. In this correspondence, the Issuing Authority shall also indicate the basis upon which it believes the Licensee is in default.

(2) Upon the expiration of said thirty (30) day period, the Issuing Authority must provide written notice to the Licensee of the amount to be withdrawn and specify the reasons such amount is due. Such notice shall also provide that at Licensee's request, a public hearing on the matter will be held by the Issuing Authority prior to the withdrawal of any assessment of damages. At such hearing the Licensee may present testimony or evidence as to why damages should not be assessed. After the conclusion of said hearing, the Issuing Authority shall issue a public statement as to its decision to assess or not to assess damages. A request by the Licensee for a public hearing on whether damages should be assessed shall stay the Issuing Authority's right to withdraw from the letter of credit.

(d) Any decision of the Issuing Authority to assess damages under the letter of credit may be appealed to any court of competent jurisdiction. Any such appeal of the Issuing Authority's decision shall not result in a mandatory stay of the Issuing Authority's right to withdraw from the letter of credit, unless ordered by the court.

(e) The rights reserved to the Issuing Authority with respect to the letter of credit are in addition to all other rights of the Issuing Authority, whether reserved by this License or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other right the Issuing Authority may have.

Section 7.6 SERVICE INTERRUPTIONS

In the event that the Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

Section 7.7 PERFORMANCE EVALUATION SESSIONS

The Issuing Authority shall at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the effective date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the City and which are not considered proprietary by Licensee. Licensee shall notify its subscribers of all performance evaluation sessions by announcements on the local origination channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to preempt its regularly scheduled access or local origination programming to air these announcements.

Section 7.8 NONPERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the City to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

Section 7.9 LICENSE FEE ENTITLEMENT

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this section, shall be calculated on the last day of each year.

(b) Should Massachusetts law be changed to permit the City and/or the Commonwealth to collect a greater license fee than provided above the Issuing Authority may collect an additional license fee after forty-five (45) days notice to Licensee of its intent to do so; provided that Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law including but not limited to state and federal license fees and franchise fees, and PEG access operating expenses in excess of five percent of the Licensee's gross annual revenue.

Section 7.10 NOTICE OF COMPLAINT PROCEDURE

Licensee shall periodically, and at various times of the day, present its business office and address and publicly listed telephone number by means of alphanumeric display on its local origination channel. Said notice shall inform subscribers of the procedures required to request service or register a complaint.

Section 7.11 SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints which it receives. The Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

Section 7.12 SUBSCRIBER COMPLAINT REPORT

To the extent required by GL c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Licensee shall provide monthly reports of the same information upon the request of the Issuing Authority. Should the Commission eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

Section 7.13 INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within ten (10) days after receiving a request therefore, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 7.14 INITIAL PERFORMANCE TESTS

Initial proof of performance testing shall occur within sixty (60) days after the completion of the system upgrade. Upon any relocation of Licensee's local origination television studio, Licensee shall also perform a proof of performance test with respect to the signal quality of transmissions from said studio, once such relocation has been completed. Should performance in either case prove defective, the defect shall be appropriately corrected and another proof of performance test shall be scheduled in a timely period. The costs of such tests shall be borne solely by Licensee.

Section 7.15 QUALITY OF SERVICE

Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the City and Licensee, who is not an employee or agent of the **Licensee** of the City. Licensee shall pay for the costs of said engineer only if the tests performed show that Licensee is not in compliance with the standards set forth in Section 3.20 herein.

Section 7.16 SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Commission, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.13 above.

Section 7.17 FINANCIAL REPORTS

Pursuant to M.G.L. Ch. 166A, § 8, the Licensee shall file annually with the Commission, on forms prescribed by the Commission, a statement of its revenues and expenses for official use only. In addition, Licensee shall file annually with the Commission and the Issuing Authority on forms prescribed by the Commission, a financial balance sheet and statement of ownership which shall be open to public inspection. Such statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee. In the event the Commission no longer requires or provides forms for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved the Issuing Authority.

Section 7.18 NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers. Said report shall be filed with the Financial Reports required pursuant to Section 7.17 above.

Section 7.19 LINE EXTENSION REPORT

The Issuing Authority may require Licensee to submit a report detailing the areas **in the** City in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

Section 7.20 NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the City to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 7.21 REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of GL c. 166A, Section 4, or any other rights available to the Licensee.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the City of Quincy, on the other hand.

Section 8.2 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

Section 8.3 CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 8.4 SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

Section 8.5 FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

Section 8.6 REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

Section 8.7 SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.


Section 8.8 COST OF PUBLICATION

Licensee shah, upon request of the Issuing Authority within 30 days of the execution of this License, print and distribute, a maximum of twenty-five (25) copies of the License.

Section 8.9 JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

WITNESS **OUR HANDS AND OFFICIAL SEALS**, THIS 25th DAY OF
JUNE, 1996.

CITY OF QUINCY
By: 
Mayor: James A. Sheets

This License is hereby Accepted by:
CONTINENTAL CABLEVISION OF
MASSACHUSETTS, INC.



Russell H. Stephen:
Senior Vice President
Northeast Region

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SCHEDULE 3.5

I-NET LOCATIONS

QUINCY CABLESYSTEMS
INSTITUTIONAL NETWORK LOCATIONS

City Hall

Police Station

Fire Houses

Main Station
Germantown
Squantum
Hough's Neck

Atlantic
Wollaston
Quincy Point
West Quincy

Public Elementary Schools

Adams
Beechwood Knoll
Gridley Bryant
Cranch
Furnace Brook
Atherton Hough
Lincoln-Hancock
Massachusetts Fields
Merrymount
Montclair

Francis W. Parker
Thomas B. Pollard
Quincy
Snug Harbor
Squantum
Daniel Webster
Williard
Wollaston

Public Junior High Schools

Atlantic
Broadmeadows
Central

Quincy Point
Sterling

Public Senior High Schools

North Quincy High
Quincy High
Quincy Vocational-Technical

Colleges

Quincy Junior College
Eastern Nazarene

Other Schools and Training Centers

St. Joseph's
Woodward School for Girls
Sacred Heart
St. Mary's

St. Ann's
CETA
Headstart

Public Libraries

Main Library
Adams Shore
North Quincy
Wollaston

Quincy City Hospital

Senior Citizen Housing

Sawyer Towers
Louis George Court
Snug Harbor Court
Ocean View
Tobin Towers

Pagnano Towers
1000 Southern Artery
Town Brook House
Granite Place
170 Copeland St.

Municipal Locations

5 Sea St. (Dept. of Public Works)
55 Sea St. (Engineering, Sewer, Water)
100 Southern Artery (Parks/Recreation)
1120 Hancock St. (Consumer Assistance, Council on Aging
and Health)
70 Coddington St. (School Supt's. Office & School Committee)
14 Chapman (Youth Commission)
80 Clay (Housing Authority)
107 Woodward Ave. (Administrative and Support Services Center)
Hancock St. and Southern Artery (Veterans Memorial Stadium)

Neighborhood/Community Centers

Manet Community Health Center, Inc.
Atlantic Neighborhood Center
Squantum Community Center
Quincy Community Action
Southwest Community Center
Germantown Community Center

National Fire Protection Association

SCHEDULE 3.7

ETHERNET SERVICES

(Subject to Change)

Continental Cablevision *Ethernet Service*

Data Communications via the Institutional Network (I-Net)

Increasingly, municipalities and school systems are discovering that their cable system's Institutional Network [I-Net] is a valuable resource for data **transmission**. The I-Net, which had been used primarily for video transmission, provides a pathway for the establishment of a high-speed data network, allowing users to share and access data from a **variety** of locations around the municipality.

Establishment and on-going management of this high-speed network, however, takes specialized technical expertise and personnel resources which municipal and educational organizations frequently do not have or can not spare.

Continental offers a comprehensive network management service to facilitate data communications via the Institutional Network [I-Net]. **Ethernet Service** provides a convenient and efficient single point of contact for data issues, including: system design, equipment supply, **installation** and service, and on-going network monitoring and **maintenance**.

Continental's **Ethernet Service** provides high level quality and reliability, providing shared access connectivity at full ethernet (10 Mbps) data rates -- up to 1,000 times faster than standard telephone lines. **Ethernet Service** is also faster and significantly less expensive than the alternative of dedicated data services (ISDN and T-1 **lines**) available through telephone companies.

Modem Speed Comparison **Time Required to *transfer* 10 Megabyte file**

Dial Up (28.8 Kbps)	ISDN (56 Kbps)	T-1 (1.54 Mbps)	Cable (10 Mbps)*
46.0 mins.	24 mins.	52 sec.	8 sec.

*maximum throughput on shared Ethernet

Ethernet Service is fully 'Internet ready' -- it is compatible with any traditional Internet Service Provider (ISP). With an ISP connected to your LAN, this service will distribute that content to **all** points on the network. More importantly, it will also support connection to cable-based high speed Internet Service which Continental will be offering in the near future.

Beyond these performance and price advantages, Continental brings over 25 years of experience in working with **local** schools and communities to provide services and solve problems.

Ethernet **Service** provides:

- shared access connectivity at full ethernet (10 Mb/s) data rates

Ethernet Service includes:

- **assessment** of municipal/educational data transmission needs and **design of** a system capable of meeting those needs
- installation of equipment and software to connect existing **LANs** or computers to the Institutional Network
- comprehensive maintenance and service, including:
 - remote monitoring and troubleshooting capability, 24 hours a day, seven days a week
 - same day telephone response to any reported problems
 - on-site problem diagnosis or repair, as needed, **within** 24 hours
- user assistance with data **transmission** training
- free repair/replacement of leased equipment

Network Management and Technical Support

Ethernet Service is backed by Continental's team of highly experienced data engineers and field personnel. As **the** largest cable operator in New England, we not only serve over 1.2 **million** households. **We also** provide reliable, secure data transmission services to businesses, hospitals, and universities throughout the region.

From the user's point of view, Continental is a single point of contact for all data network issues. The **network** management assistance and technical support provided with **Ethernet Service** will be coordinated through Continental's Network Operations Center (NOC). This state-of-the-art facility, which is staffed 24 hours a day, 7 days a week, provides network management, status monitoring, and operations support for Continental's cable **TV**, data **communications** and voice services **in** New England. The NOC **staff** is backed by a team of regional data engineers and local technical personnel who provide on-site technical assistance and support.

Equipment Purchase or Lease Options

Equipment and related **software** for Ethernet Service may be purchased or leased **directly** from Continental. **We are** continually testing equipment from a variety of vendors, both in the lab and in the **field**, to ensure that the equipment we supply and service meets our standards for performance, reliability and ease of use.

Equipment lease benefits include free repair and/or replacement for data equipment problems associated manufacturer's defects, as well as with normal wear and tear. Leasing also provides the flexibility to use state of the **art** data equipment, without requiring a large capital investment. As I-Net data transmission equipment continues to improve in the future, you are in a position to take advantage of price and performance gains available in newer models.

Lease Equipment *Buy-Out Option*

An alternative to both initial equipment purchase and ongoing equipment lease is to begin with leasing the equipment, and then buy it at some future date. The buy-out decision can be dependent on criteria such as performance and reliability characteristics, or a financial rationale. This option provides maximum flexibility at reduced capital costs.

Flexible Payment Options

We understand the sometimes uneven cycles of municipal and educational budgeting. Upon request, Continental can arrange for pre-payment for **Ethernet Service** and equipment lease for a period of up to three **(3)** years from the date of activation. This option is intended to facilitate situations where financing is more readily available on a one-time or lump-sum basis.

SCHEDULE 4.1

INITIAL RATES

SCHEDULE OF ONE-TIME INSTALLATION & SERVICE CALL CHARGES

Rates effective 1/1/96 in Quincy
(Rates and charges subject to FCC rate regulations.)

Unwired Home Installation *	\$ 32.44
Rewired Home Installation *	\$ 31.20
Additional Outlet/Initial Install (each)	\$ 31.73
Additional Outlet/Separate Trip	\$ 40.39
Prewired Apartment Installation *	\$ 29.58
Relocate Outlet (<i>each</i>)	\$ 37.97
VCR Hook-up/Initial Install (<i>each</i>)	\$ 13.45
VCR Hook-up/Separate Trip	\$ 31.20
Reconnection (<i>addressable</i>)	\$ 15.00
Reconnection (<i>non-addressable</i>)	\$ 31.20
Non-Pay Reconnection (<i>addressable</i>)	\$ 15.00
Changes of Service (<i>non-addressable</i>)	\$ 31.20
Technician Visit	\$ 40.39/hr.
Underground Drop Installation **	\$ 80.79
Home Amplifier Installation (<i>initial install</i>)	\$ 13.45
Home Amplifier Installation (<i>separate trip</i>)	\$ 31.20

MISCELLANEOUS CHARGES:

Transaction Fee	\$ 1.99
A/B Switch Purchase	\$ 10.00
NSF/Returned Check Fee	\$ 18.00
Late Charge (<i>on delinquent amount over 30 days</i>)	5%
Lost/Damaged Converter	up to \$250.00
Lost/Damaged Remote	up to \$ 25.00
Home Amplifier Purchase (<i>each</i>)	\$ 44.50

* Primary outlet *only*

** In *addition* to unwired or prewired *installation* charge.

SCHEDULE OF MONTHLY RATES & CHARGES

Rates effective 1/1/96 in Quincy
(Rates and charges subject to FCC rate regulations.)

PROGRAMMING SERVICES:

Basic Broadcast Service ("Basic")	\$ 9.95
<i>(must be purchased prior to purchasing any other level of service)</i>	
Cable Programming Service 1 ("Cable 1")	\$ 2.88
<i>(available only in combination with Basic)</i>	
Cable Programming Service 2 ("Cable 2")	\$ 11.74
<i>(available only in combination with Basic and Cable 1)</i>	
Standard Service Package	\$ 24.57
<i>(includes Basic, Cable 1 and Cable 2)</i>	

PREMIUM SERVICES:

HBO	\$ 10.95
Showtime	\$ 10.95
Cinemax	\$ 10.95
The Movie Channel	\$ 10.95
The Disney Channel	\$ 10.95
SportsChannel	\$ 10.95
NESN	\$ 9.95
Hot Choice <i>(pay-per-view)</i>	Variable
Request TV <i>(pay-per-view)</i>	Variable
Viewer's Choice <i>@cry-per-view)</i>	Variable
Service Plus *	\$ 2.00

*** Charge for reception of premium service(s) on additional outlets.**

OTHER CHARGES:

Cable Box	\$ 1.62
Remote Control	\$.22
Additional Outlet	No charge

SCHEDULE 4.4

PROGRAMMING CATEGORIES

Broadcast Stations

Children's Programming

Educational Programming

Financial/Business

Government/Public Affairs

Movie Programming

Music

News/Weather

Public Broadcasting

Religious Programming

Sports Programming

Variety Programming

Women's/Minority Programming

SCHEDULE 4.5

INITIAL PROGRAMMING TIERS

Initial Cable Programming Tiers

Basic Broadcast	Cable 1	Cable 2
2 WGBH (2) PBS	17 TBS	8 USA
3 Community TV	18 WOR	9 Lifetime
4 WBZ (4) CBS	40 TNT	10 CNN
5 WCVB (5) ABC	50 Home & Garden TV	11 ESPN
6 WSHH (66) HSN II	61 fX	12 MTV
7 WHDH (7) NBC	64 CNN Headline News	13 The Family Channel
19 Classified Marketplace		14 Nickelodeon
20 The Home Channel		15 The Discovery Channel
25 WFXT (25) Fox		16 A & E
27 WUNI (27) IND		21 VH-1
29 The Travel Channel		22 The Weather Channel
30 Q2 (2am-2pm)		23 American Movie Classics
36 WABU (68) IND		24 New England Cable News
37 WLVI (56) IND		26 CNBC
38 WSBK (38) IND		42 Bravo
43 C-SPAN		45 ESPN 2
44 WGBX (44) PBS		47 Country Music Television
46 C-SPAN 2		51 Black Entertainment TV
48 The Learning Channel		60 The Nashville Network
48 RAI		65 The Portuguese Channel (Randolph Only)
49 EWTN (5:30pm-9am)		68 E! Entertainment TV
49 Boston Catholic Ntwk.		
52 Educational Channel		
53 Government Channel		
54 QVC		
55 WCVB (5) ABC		
56 WSHH (66) HSN II		
57 Prevue Guide		
58 Sneak Prevue		
62 The International Channel		
63 ValueVision		
66 WNDS (50) IND		
67 WMFP (62) IND		

Initial Cable Programming Tiers

Premium	Pay Per View	New Choice
31 HBO	28 Hot Choice	71 The History Channel
32 Showtime	29 Viewers Choice (2pm-2am)	72 Sci-Fi Channel
33 Cinemax	30 Request TV (2pm-2am)	73 fxM
34 The Disney Channel		74 Cartoon Network
35 The Movie Channel		75 Comedy Central
39 SportsChannel		78 Bravo
41 NESN		
77 HBo2		
79 HBO3		
80 Starz!		
81 Encore		

SCHEDULE 5.1

STUDIO EQUIPMENT

Cablecasting Area:

1	Texscan Flexicaster Character Generator System
1	Video Patch Panel
1	Audio Patch Panel
1	DiTech Pace 1000 Automated Playback & Routing System
1	Amiga 1000 Computer with Monitor
1	Progressive Image SuperGen GenLock Device
3	JVC TM4 15" Monitors
1	Sony VP9000 Umatic SP Deck
1	Sony VO9600 Umatic SP Deck
1	Sony VO7600 Umatic Deck
1	Sony VP5000 Umatic Deck
1	Sony VO5600 Umatic Deck
2	JVC BR6400 VHS Decks
2	Micronta Programmable Tiers for VHS Decks
1	Sony BC-1 WA Battery Charger
1	Sony BC-1 WD Battery Charger
3	Sima Power Ma.. Plus Battery Chargers
1	Panasonic AG-B3 AC Adaptor
2	Racks for Mounting of Cablecast Equipment

Edit Suites:

2	Progressive Image SuperGen GenLock Devices
1	Amiga 2000 I-ID Computer with Monitor
1	Amiga 1000 Computer with Monitor
1	Sony EVO-9800A Hi-8 Player
1	Panasonic AG-6500 VHS Edit Deck
2	Sony VO 5800 Umatic Players
2	Sony VO 5850 Umatic Recorders
2	Sony RM 450 Edit Controllers with Cables
1	Sony VO9600 Umatic SP Deck
2	Panasonic BTS702N 7" Monitors
1	Leader 5872 WaveForm Monitor / Vectorscope
2	FOR-A FA740 Time Base Correctors with Parallel Effects Generator
1	Panasonic WJ5500A Special Effects Generator
3	Panasonic BT S 1300N 13" Monitors
1	TTL A/B Edit Control Expander
1	Sharp S6-F500 Stereo System
1	Orban 672A Equalizer
1	Technics SL-P10 I CD Player
1	DBX 165A Compressor / Limiter
1	Ramsa WR-133 8-Channel Audio Mixer
1	Realistic MPA-20 Power Amplifier
1	Opamp Labs V-13 Video Distribution Amplifier
1	Videotek AVM13 13" Monitor
1	JVC RM86U Edit Controller with Cables
1	JVC BR7700 VHS Deck
1	JVC BR8600 VHS Deck
1	Sony VO5600 Umatic Deck

Edit Suites (Continued):

1	Shure M26 4-Channel Sound Mixer
1	Sony EVO9850 Hi-8 Deck
1	Videotek KV1397R Monitor
1	Tascam 106 6-Channel Audio Board
2	Video Patch Panels
1	Audio Patch Panel
	Consoles & Racks

Mobile Studio (Van):

1	JVC BR7700 VHS Deck
1	Amiga 2000 I-ID Computer with Monitor
1	Progressive Images SuperGen Genlock Device
2	Panasonic S702 Video Monitors
1	FOR-A FA-210 Time Base Corrector
1	Panasonic WJ-225R Passive Video Switcher
1	Videotek APM 2-R Audio Power Amplifier
1	Ross X-Input Audio Mixer
1	Sony VO7600 Umatic Deck
1	Sony VO5800 Umatic Deck
4	Sony Camera Control Units
4	Sony CMA7 Power Supplies
1	Panasonic BTM 13 10 13" Monitor
1	RTS RM300 Intercom System
1	Panasonic WJ4600B Special Effects Generator
2	Panasonic WV5203BU 3-Bay B&W Monitors
1	Opamp Labs V-44 Distribution Amplifier
1	Videotek TVM-620 Waveform Monitor / Vectorscope
5	100 foot Sony CCU Cables
1	300 foot Sony CCU Cables
6	25 foot Sony CCU Cables
1	Catel FM Modulator
	Consoles & Racks

:

Equipment for Portable and Field Production:

1	Panasonic CT1382 13" Monitor
1	JVC TM13U Monitor
1	Sony VO5600 Umatic Deck
1	Sony VO6800 Portable Umatic Recorder
4	Sony CMA7 Power Adaptors
1	JVC BY-I 10 Camera
2	JVC RM88U Edit Controllers
2	JVC CP5500U Umatic Players
2	JVC CR8250U Umatic Recorders
1	JVC CR6650U Umatic Recorder
5	Sony CCU 1800 Camera Control Units
2	NC RM70 Remote Controllers
1	Sony V026 11 Umatic Deck
1	Magnavox VR83 10 VHS D&k
1	VE 90A Edit Controller & Cables
1	Samson MR 1/ST2 Wireless Lavalier System
1	Samson MR 1/SH2 Wireless Handheld Microphone-System
2	Cine 60 Battery Belts & Lights
1	Sony DXC325 Camera with EVV9000 Hi-8 Dockable Recorder
1	Panasonic AG 160 VHS Camcorder with Adaptor
4	ElectroVoice 635A Microphones
2	Sennheiser "Shotgun" Microphones
1	Shure SM57 Microphone
1	ElectroVoice DS35 Cardioid Microphone
6	Sony ECM-44 Lavalier Microphones
2	Sony ECM-30 Lavalier Microphones
	Assorted Audio Cables
2	Sony EVW3003-Chip Hi-8 Camcorders
2	Sony VX-3 Hi-8 Camcorders
	Assorted Headphones
3	Sony EVO9 100 Hi-8 Camcorders
3	Sony DXC30003-Chip Cameras
3	Sony Studio Configuration Sets (Viewfinders, Zoom&Focus Controls)
1	Sony DXC325 3-Chip Camera
1	Roadmaster 12-Input Audio Snake
2	Telex Announcer Headsets
1	JVC TM22U Monitor
2	Sony CT500V Monitors
4	Realistic FM Transceiver Headsets
2	Sony AC340B AC Adaptors
1	JVC AA350 AC Adaptor
4	Sony 1800 Single Tube Cameras
1	Amiga 500 Computer
2	Sony VO4800 Umatic Portable Recorders
3	Bogen Model CAM 5-Input Audio Mixers
1	JVC TM41U Monitor
1	Sony VO8800 Umatic Portable Recorder
1	Panasonic WJ200RB Video Switcher
1	Dynair VS 120 Video Switcher
	Assorted Microphone Stands, Tripods & Dollies

City Hall:

1 RCA TV Modulator
1 Videotek **VDA-100A Distribution Amplifier**
3 **Panasonic WV-RC35 Camera Control Units**
4 Panasonic 'IR-930U 9" Monitors
3 **Vicon V100C** Camera Remote Controllers
1 Videotek **APM-2RA** Power Amplifier (Audio)
1 Electronic Vi EV406 **1** Waveform / **Vectorscope**
1 Panasonic **BT-S1300N** 13" Monitor
1 Quanta **Microgen** MC- IOOB **Character** Generator
1 Panasonic **WJ-4600** Special Effects Generator
1 **Realistic** 67 AM/FM Receiver
1 Sony **VO5600 Umatic** Deck
1 Panasonic AG6300 **VHS** Deck
1 Tascam 106 **6-Channel Audio** Board
1 Videotek KV-1207 12" Monitor
3 **Pelco** Wall Mounted Remote Control **Pan/Tilt** Units
3 Panasonic HD 5000 **Camera** Units
1 City **Hall** Microphone System
3 Mole Richardson 259 **1** Light **Fixtures**
Console

Plus Modulator & **Texscan** **Character** Genentor at **Quincy** High School
Center for Technical Education

SCHEDULE 5.2

AGREEMENT BETWEEN

QUINCY TELECOMMUNICATIONS CORP. (QTC)

CONTINENTAL CABLEVISION OF MASSACHUSETTS, INC. (LICENSEE)

and

CITY OF QUINCY

AGREEMENT BETWEEN

**QUINCY TELECOMMUNICATIONS CORPORATION, INC.
CONTINENTAL CABLEVISION OF MASSACHUSETTS, INC.
and
CITY OF QUINCY**

ARTICLE I DEFINITIONS

For the purposes of this agreement the following words, terms phrases and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Access Corporation" means Quincy Telecommunications Corporation, Inc., which represents and warrants it is the nonprofit, tax exempt eligible corporation created and designated by the Issuing Authority to manage and operate public access in the City, pursuant to 47 U.S.C. 531.
2. "Access Programming" means programs on the public access channels. It must be noncommercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS) or the standards necessary to maintain its tax exempt status within the applicable regulations of the Internal Revenue Service and excludes political campaigning.
3. "Cable Advisory Committee" means the Cable Advisory Committee as designated and authorized by the Issuing Authority, if any, to be responsible for cable television regulation and municipal uses of cable television in the City of Quincy.

4. “Cable License” means the agreement effective on June 25, 1996 between the City of Quincy and Continental Cablevision of Massachusetts, Inc. (“Continental”), authorizing Continental to construct, own, operate and maintain a cable television system in the City of Quincy.
 5. “Channel” means a band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.
 6. “Commercial Program” means programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.
 7. “Downstream Channel” means a channel over which signals travel from the system headend to an authorized location within the system.
 8. “Institutional Network” means the portion of the cable television system, separate from the subscriber network, designed to deliver and receive programming or other services to or from the Licensee and on the Network.
 9. “Issuing Authority”: The Mayor of the City of Quincy executing this Agreement, as it is a part of the License, incorporated therein.
 10. “Licensee” Continental Cablevision of Massachusetts, Inc., or its authorized transferee.
 11. “Political Campaigning” means programs which, in whole or in part, promote political candidates during their election campaigns. It shall not include programs which
-

in whole or in part, provide equal opportunities for all political candidates campaigning for a particular office, nor shall it include bona fide newscasts interviews, news documentaries, or on-the-spot coverage of news documentaries.

12. “Public Access” means channel space and time as well as production and **post-**production equipment, facilities and training available free of charge to any person living in Quincy or working for an organization in Quincy, on a first come, first-served, nondiscriminatory basis.

13. “Public Access Facility” means the location from which the Access Corporation may operate the public access function.

14. “Public Institution” means any government institution or other not-for-profit institution organized and located in the City of Quincy.

15. “Upstream Channel” means a channel over which signals travel from an authorized location to the cable system **headend**.

ARTICLE II OBLIGATIONS OF LICENSEE

Section 1 Annual Operating Funds: Schedule of Payments

Licensee shall provide the Access Corporation with annual operating grants according to the following schedule:

On February 1 of each year of this License, starting in 1997, an amount equal of 3.00% of Licensee's prior fiscal years gross revenues.

Prior to making the aforementioned annual grants to the Access Corporation, Licensee shall deduct an amount equal to the license fees payable to the Commonwealth of eighty cents per subscriber per year and to the City of fifty cents per subscriber per year as provided for in G.L. c. 166A, Sec. 9, or such other amount established by law.

These annual funds shall be used by the Access Corporation for salaries, operating and other expenses connected with public access programming and operations. The annual support payments for public, educational, municipal access and Licensee's fees paid to the City shall be considered a part of Licensee's total franchise fee. In no event shall the franchise fees paid exceed 5% of gross revenues or the applicable federal limit.

Section 2 Public Access Facility: Institutional Network Hub

Licensee shall provide origination capability to the Public Access Facility such that programs may be transmitted upstream to the **Headend** and then downstream on the access channels on the subscriber network.

Section 3 System Design

Licensee shall maintain **headend** switching equipment to process the upstream signals from the Public Access Facility and to place such signals on the designated access cable channels. Other than this automatic switching, Licensee shall not have further switching obligations. The Access Corporation will, however, be responsible for scheduling and transmitting public access programming on these channels. Licensee shall not be responsible for the quality of the upstream channel prior to origination.

Section 4 System Maintenance of Channels

Licensee shall monitor the downstream public and municipal access channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the cable system's commercial channels; provided; however, that this section shall not require Licensee to guarantee the technical quality of access users' productions.

Section 4(a) Public Access Channel(s)

Licensee shall provide one dedicated channels to the Access Corporation for use on the subscriber network. **If** such channel, over a period for one year, is programmed with locally produced, non-duplicative, non-alpha numeric video programming, 90% of the time between the hours of 10 AM to 10 PM on weekdays, and 9-5 on Saturdays, then Licensee shall provide an additional channel on the subscriber network to the Access Corporation.

Section 5 Interface to Institutional Network

Licensee shall maintain **headend** switching equipment which will process upstream signals from the Public Access Facility and place such signals on the Institutional Network. Licensee shall not be responsible for the quality of the upstream signal as originated.

Section 6 Access Information for Subscribers

Licensee shall insert in its monthly billing statements to **Quincy** subscribers one page of promotional public access announcements at least one time per year, at a time to be determined by Licensee providing that the announcements are delivered to Licensee by the Access Corporation on a timely basis. This material shall be prepared and printed by the Access Corporation at its own expense; and Access Corporation shall bear full responsibility and liability for the contents of said announcements. Any additional postage which may be required to mail said billing statements as a result of the insert, shall be the sole financial responsibility of the Access Corporation.

Section 7 Equipment

Upon incorporation of the Access Corporation, title to the following equipment shall vest in the Access Corporation.

List City Council Equipment and North Quincy High School equipment here:

City Hall Equipment

3 Panaso. WV-RC35 Camera Control Units
4 Panasonic TR-930U 9" Monitors
3 Vicon V100C Camera Remote Controls
1 Videotek APM-2RA Power Amp. - Audio
1 Elect. Visual EV4061 Waveform/Vector.
1 Panasonic BT-S 1300N 13" Monitor
1 Quanta Microgen MC-100B Charac. Gen.
1 Panasonic WJ-4600 Special Effects Generator,
1 Realistic 67 AM/FM Receiver
1 Sony VO5600 Umatic Deck
1 Philips Industrial PA5032C 32" Monitor/Recorder
1 Hotronic AR3 1 Time Base Corrector w/ Remote
1 Panasonic AG-1300 VHS Deck
1 RCA TV Modulator
1 Videotek VDA- 100A Distribution Amplifier
1 City Hall Microphone Svstem
1 Panasonic AG6300 VHS Deck
1 Tascam 106 6-Channel Audio Board
1 Videotek KV- 1207 12" Monitor
3 Pelco Wall Mounted Remote Cont. Pan/Tilt Units
3 Panasonic I-ID 5000 Camera Units
3 Mole Richardson 2591 Light Fixtures

High School Equipment

1 Videonics TM2000 Character Generator
1 **Sony RM250** Edit Controller
2 Sony SVO-2000 S-VHS Edit Decks
1 Panasonic AG456 S-VI-IS Camcorder
1 **Bogen** 3140 Tripod
2 JVC TM-90 9" Monitors
1 Lowe1 TO-97 Light Kit

ARTICLE III OBLIGATIONS OF THE ACCESS CORPORATION

Section 1 Public Access Use: Operating Rules and Procedures

The Access Corporation shall be solely responsible for the management and operation of Public Access and public access programming on the cable system in the City of Quincy, including training, quality of originated signals, (except as described in Section 4) scheduling the public access channels and managing the access facilities, equipment, acquisition and maintenance in the Public Access Facility. The Access Corporation shall, within six (6) months following the execution of this agreement, promulgate a set of access operating rules and procedures which ensure that training, equipment, facilities and access channel time be available to residents of or any organizations serving the City of Quincy. These rules shall ensure the right to use designated channels, facilities and equipment on a nondiscriminatory, first-come, first-served basis subject to the terms of this agreement and subject also to Access Corporation's goal of establishing regularity in programming. Access user compliance with such rules shall be monitored by the Access Corporation. The Access Corporation shall furnish a copy of such rules to the Licensee within thirty (30) days of their adoption and shall provide Licensee with amendments to such rules throughout the term of this Agreement.

Section 2 Employment Matters

a. Within thirty (30) days from incorporation of the Access Corporation, any employees of the Licensee who are funded by the Quincy Local Cable Programming Council (Council) on the Effective Date of this Renewal License shall become Access Corporation employees. After such time, Continental shall no longer be responsible for continuing to employ any such person.

b. The Access Corporation agrees to give hiring preference to the Licensee's local programming employees provided said employees are qualified in all other respects.

Section 3 Programming

Editorial discretion and the content of programming and the liability ~~therefor~~ placed on the access channels operated by the Access Corporation shall solely reside in and be the sole responsibility of the Access Corporation. Notwithstanding the foregoing, the Access Corporation programming shall be designed to achieve the purposes set forth in the Access Corporation's Articles of Incorporation and Bylaws and shall consist of Access Programming as defined in the License and the Access Corporation shall avoid competition on a subsidized basis with Licensee. To these ends:

a. The Access Corporation shall not sell to a third party any proprietary interest that the Access Corporation may have in any programming without first offering Licensee the exclusive right to purchase such interest by matching the best good-faith offer tendered in writing by the third party;

b. All liability, license and copyright fees associated with the programming produced by the Access Corporation or placed on the access channel shall be the sole responsibility of the Access Corporation.

Section 4 Coverage of Local Meetings: Local News

The Access Corporation shall be solely responsible for providing live coverage of regularly scheduled City Council meetings and School Committee meetings. Upon reasonable notice from the Issuing Authority, the Access Corporation shall also provide coverage of special meetings of the City Council and School Committee meetings to the extent that such coverage will not present an unreasonable burden to the Access Corporation. The Access Corporation shall also develop programming which covers news and events of local interest to Quincy subscribers.

Section 5 Logs

The Access Corporation shall keep a log of all access programming transmitted on the public access channels and the names and addresses of all access producers. The logs will be available for public inspection and retained for no less than two years.

Section 6 Indemnification

The Access Corporation shall indemnify and hold harmless the Licensee and shall, in its rules for public access, require every access user to indemnify both Licensee and the Access Corporation and hold each of them harmless against any claims arising out of any program or program material produced and/or cablecast, including but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws, license fees and unauthorized use of copyrighted material.

Section 7 Insurance

a. The Access Corporation shall carry insurance indemnifying Licensee, the City of Quincy and itself from and against any and all claims and liability for injury or damage to persons or property due to risk or peril caused by the use of access equipment or facilities managed by the Access Corporation, and shall name both Licensee and the City of Quincy as additional insureds. Such insurance shall not be less than five hundred thousand dollars (\$500,000.00) for bodily injury or death to any one person or property damage resulting from any one occurrence. The Access Corporation shall insure all public access equipment for theft, loss and damage.

b. The insurance policy required under paragraph (a) above shall contain the following endorsement: It is hereby understood and agreed that this policy shall not be canceled or materially changed until thirty (30) days after receipt by the City and Licensee, by certified mail, of one (1) copy of a written notice of such intent.

Section 8 Institutional Network Access Users

Institutional network users who wish to originate access programming from one or more of the drop points on the institutional network shall contact the Access Corporation regarding the use of the public access channels. Such Institutional network users shall be solely responsible for the quality and content of the originated signals. The Access Corporation shall be responsible for scheduling channel time for this purpose free of charge and shall make any necessary arrangements with Licensee concerning such scheduling.

Section 9 Informational and Annual Reports

The Access Corporation shall provide an annual report of its finances and operations to its members, the Quincy Cable Advisory Board, the Issuing Authority and Licensee by April 15 for the previous calendar year. At any time during the term of this Agreement, upon the reasonable request of the City or the Licensee, the Access Corporation shall provide such further information as may be reasonably requested to document the expenditure of funds in the performance of the Access Corporation pursuant to this agreement. The Access Corporation shall, at the discretion of the Issuing Authority, participate in performance evaluation sessions concerning its compliance with the terms and conditions of this Agreement.

Section 10 Maintenance of Equipment

The Access Corporation shall maintain its equipment to insure the reasonable technical quality of its origination signals.

Section 11 Availability of Space for Licensee

Upon written request by ~~the~~ Licensee, the Access Corporation agrees to make approximately 300-400 square feet of space in the Access Corporation's studio facility available to the Licensee for a customer service **office** under Section 6.1 of the Renewal License provided such facility is properly zoned and accessible to the public. The Licensee shall be responsible for monthly rental payments to the Access Corporation equal to: (1) the Licensee's pro-rata share of the base rent paid by the Access Corporation or, in the event the Access Corporation owns said facility, (2) an amount equal to average square foot commercial rental charge in the City of Quincy as published by the South Shore Board of Realtors, or some subsequent entity.

ARTICLE IV CITY OF QUINCY

Section 1 Designation of Access Corporation Under the License

The City of Quincy, through its Issuing Authority, shall maintain the designation of Quincy Telecommunications Corporation, Inc. as the Access Corporation throughout the term of the License. Should Quincy Telecommunications Corporation, Inc. substantially breach its obligation under the materials terms of this Agreement, then, after notice and an opportunity to cure, the Issuing Authority and the Licensee, shall have the right to agree upon a new organization to receive the designation as Access Corporation. In no event shall Licensee be designated as the Access Corporation, nor shall it have the responsibility to provide public access services during any period in which a replacement Access Corporation has not been designated by the Issuing Authority. Pursuant to M.G.L. Chapter 166A and applicable federal law, the Issuing **Authority** has entered into this Agreement (Schedule 5.2 of the License) in its capacity of carrying out its cable licensing obligations and its participation in this Agreement is derived from and confined to such obligations.

ARTICLE V TERMINATION

Section 1 Termination

This agreement shall **terminate** on the earliest date of either the expiration of the current License; or the adjudication of the bankruptcy of the Access Corporation; or such time as the Access Corporation ceases to be a nonprofit corporation under the laws of the Commonwealth of Massachusetts; or at such time as Licensee and the City of Quincy institute a license amendment removing the Access Corporation's designation as having sole responsibility for public access under the License, pursuant to Article IV Section 1 of this Agreement, or at such time as this License is amended pursuant to Article II Section 2.6 of License.

Section 2 Termination by License Amendment

Should this Agreement be terminated as a result of an amendatory action of the License by Licensee and the City of Quincy, all equipment acquired through the Equipment Grant aforementioned in Article 2, Section 2 and then in the possession of the Access Corporation, shall be deeded to either Licensee or a newly designated Access Corporation, at the Issuing Authority's direction, within ninety (90) days of termination of this Agreement.

WITNESS OUR HANDS AND OUR SEALS this day of _____ 1996.

CONTINENTAL CABLEVISION
OF MASSACHUSETTS, INC.

Russell H. Stephens
Senior Vice President
Northeast Region

CITY OF QUINCY

By:

James A. Sheets, Mayor

QUINCY TELECOMMUNICATIONS
CORPORATION, INC.

By:

, President

SCHEDULE 6.3

FCC CUSTOMER SERVICE REGULATIONS: 47 C.F.R. § 76.309 [c]

§ 76.307

age logs and repair records) and § 76.701(h)(records for leased access).

(1) A record shall be kept of **each test** and activation of the Emergency Alert System (EAS) procedures pursuant to the requirement of part 11 of this chapter and the EAS Operating Handbook. These records shall be kept for three years.

(2) [Reserved]

(b) Location of records. The public Inspection file shall be maintained at the office which the system operator maintains for the ordinary collection of subscriber charges, resolution of subscriber complaints, and other business or at any accessible place in the community served by the system unit(s) (such as a public registry for documents or an attorney's office). The public Inspection file shall be available for public inspection at any time during regular business hours.

(c) The records specified in paragraph (a) of this section shall be retained for the period specified in §§ 76.207, 76.221(f), 76.79, 76.225(c), 76.601(c), and 76.601(e), respectively.

(d) Reproduction of records. Copies of any material in the public inspection file shall be available for machine reproduction upon request made in person, provided the requesting party shall pay the reasonable cost of reproduction. Requests for machine copies shall be fulfilled at a location specified by the system operator within a reasonable period of time, which in no event shall be longer than seven days. The system operator is not required to honor requests made by mail but may do so if it chooses.

(Secs. 2, 3, 4, 5, 301, 303, 307, 308, 309, 315, 317, 48 Stat., as amended, 1064, 1065, 1066, 1068, 1081, 1082, 1083, 1084, 1085, 1088, 1089; (47 U.S.C. 152, 153, 154, 155, 301, 303, 307, 308, 309, 315, 317)) [39 FR 29196, Aug. 14, 1974, as amended at 40 FR 25024, June 12, 1975; 42 FR 19349, Apr. 13, 1977; 51 FR 26251, July 22, 1986; 56 FR 19617, Apr. 29, 1991; 67 FR 11001, Apr. 1, 1992; 58 FR 7993, Feb. 11, 1993]

§ 76.307 System inspection.

The operator of a cable television system shall make the system, its public inspection file (if required by 076.305), and its records of subscribers available for inspection upon request by any authorized representative of the Commission at any reasonable hour.

142 FR 19349, Apr. 13, 1977]

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The fran-

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chise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in Current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability-

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representative8 will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met

Federal Communications Commission

§ 76.309

no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than **three (3)** percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety **five (95)** percent of the time measured on a quarterly basis:

(i) Standard installations will be performed **within seven (7)** business days after an order has been placed. "Standard" installations are those that are located **up to 125** feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at **maximum**, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The ap-

pointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers-

(I) Notifications to subscribers-

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the cable system and in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

(ii) Billing-

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(Iii) Refunds-Refund checks will be issued promptly, but no later than either-

§ 76.400

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(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) **Definitions—**

(i) **Normal business hours**—The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) **Normal operating conditions**—The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) **Service interruption**—The term "service interruption" means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993]

Subpart I—Forms and Reports

§ 76.400 Operator, mail address, and operational status changes.

Within 36 days following a change of Cable Television System Operator, and/or change of the operator's mail address, and/or change in the operational status of a cable television system, the Operator shall inform the Commission in writing of the following, as appropriate:

(a) The legal name of the operator and whether the operator is an individual, private association, partnership or corporation. See § 76.5(cc). If the opera-

tor is a partnership, the legal name of the partner responsible for communications with the Commission shall be supplied:

(b) The assumed name (if any) used for doing business in each community:

(c) The new mail address, including zip code, to which all communications are to be directed:

(d) The nature of the operational status change (e.g., became operational on (year) (month), exceeded 49 subscribers, exceeded 499 subscribers, operation terminated temporarily, operation terminated permanently):

(e) The names and FCC identifiers (e.g., CA0001) of the system communities affected.

NOTE: FCC system community identifiers are routinely assigned upon registration. They have been assigned to all reported system communities based on previous Form 325 data. If a system community in operation prior to March 31, 1972, has not previously been assigned a system community identifier, the operator shall provide the following information in lieu of the identifier: Community Name, Community Type (i.e., incorporated town, unincorporated settlement, etc.) County Name, State, Operator Legal Name, Operator Assumed Name for Doing Business in the community, Operator Mail Address, and Year and Month service was first provided by the physical system.

[42 FR 20134, Apr. 18, 1977, as amended at 43 FR 49009, Oct. 20, 1978; 54 FR 41843, Oct. 12, 1989]

§ 76.403 Cable television system reports.

The operator of every operational cable television system shall correct and/or furnish information in response to forms, encompassing each community unit, mailed to said operator by the Commission. These include:

Community unit data—"Annual Report of Cable Television System," Form 325, Schedule 1

Physical system data—"Annual Report of Cable Television System," Form 325, Schedule 2

Operator ownership data—"Annual Report of Cable Television," Form 325, Schedules 3 and 4

These forms shall be completed and returned to the Commission within 60 days after the date of mailing by the Commission.

NOTE: The operator of a cable television system having fewer than 1000 subscribers

SCHEDULE 6.7

BILLING AND TERMINATION REGULATIONS

207 CMR 10.00 et seq.

207 CMR: COMMUNITY ANTENNA TELEVISION COMMISSION

207 CMR 10.00: BILLING AND TERMINATION OF SERVICE

Section

- 10.01: Notification of Billing Practices
- 10.02: Notification of Services, Rates and Charges**
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- 10.06: Billing Due Dates, Delinquency, Late Charges and Termination of Service
- 10.07: Charges for Disconnection or Downgrading of Service
- 10.08: Billing Disputes**
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10.01: Notification of Billing Practices

(1) Every cable television operator shall notify each of its subscribers, in writing, of its billing practices. The notice shall describe the operator's billing practices including but not limited to the following: frequency of billing, time periods upon which billing is based, advance billing practices, security deposit requirements, charges and policies for late payments or returned checks, payment requirements necessary to avoid account delinquency, termination of service procedures, policies relating to the timing of posting of payment, availability of credits or rebates for service interruptions, pay-per-view billing procedures, procedures to be followed to request service deletions including the notice period a subscriber must give to avoid liability for such services and procedures to be followed in the event of a billing dispute.

(2) The cable television operator shall give notice of its billing practices to potential subscribers before a subscription agreement is reached.

(3) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

(4) SO days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

(5) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Notification of Services, Rates and Charges

(1) Every cable television operator shall provide full disclosure to each of its subscribers, in writing, of all its programming services and rates.

(2) Every cable t&vision operator shall provide full disclosure to each of its subscribers, in writing of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services.

(3) Every cable &vision operator shall notify each of its subscribers in writing, of the charge, if any, for service visits and under what circumstances such charge will be imposed.

10.02: continued

(4) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(5) 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

(7) Negative Option Billing. A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service provided that such change is otherwise consistent with applicable regulations. A subscriber's failure to refuse a cable operator's proposal to provide such service or equipment is not an affirmative request for service or equipment. A subscriber's affirmative request for service or equipment may be made orally or in writing.

10.03: Equipment Notification

(1) Every cable television operator shall provide each of its subscribers an equipment notice, in writing. The notice shall:

(a) describe the function of operator-supplied equipment and its interaction with consumer-owned equipment, including but not limited to remote control units, A/B switches, converters, parental control devices and video cassette recorders;

(b) describe problems, if any, associated with the interaction of operator-supplied equipment with consumer-owned equipment, including but not limited to situations where the use of operator-supplied equipment is incompatible with the use of consumer-owned equipment;

(c) state the circumstances under which it is necessary to use a separate converter;

(d) describe the operator's policies regarding ownership of and liability for operator-supplied equipment, including but not limited to, the conditions under which the equipment may be leased or sold to subscribers, and policies related to damaged, stolen or lost operator-supplied equipment; and

(e) inform subscribers of the circumstances under which they may or may not modify operator-supplied equipment.

(2) The cable television operator shall give notice in writing of its policies and practices regarding equipment to potential subscribers before a subscription agreement is reached and annually to all existing subscribers.

(3) 30 days prior to changing one of its policies and/or practices regarding equipment, the cable television operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change, including a description of the changed policy and/or practice.

(4) A copy of the cable television operator's equipment notice shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where it shall be available for public inspection. If an operator amends its equipment notice, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

10.04: Form of Bill

(1) The bill shall contain the following information in clear, concise and understandable language and format:

- (a) the name and local address of the cable television operator;
- (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
- (c) the date on which individually chargeable services were rendered;
- (d) Bills must be fully itemized, showing each rate or charge levied. Itemizations shall include, but not be limited to, basic, premium service and equipment charges, as well as any unit or per item charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits. Itemizations shall include total pay-per-view charges, if any, incurred during the billing period, the number of events viewed in each price category, the program price and the titles of all pay-per-view events purchased during the billing period;
- (e) the amount of the bill for the current billing period, separate from any balance due;
- (f) any applicable credits and the dates on which they were applied;
- (g) the operator's local telephone number and a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of a subscriber's rights under 207 CMR 10.08 in the event of a billing dispute; and
- (h) the date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

- (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
- (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
- (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.04, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

(3) (a) The charge identified on the subscriber bill as the total charge for cable service should include all fees and costs itemized according to 207 CMR 10.04. Cable operator shall not identify costs as separate costs over and above the amount the cable operator charges a subscriber for cable service, but the cable operator may include, as an explanatory legend on the bill, those costs described in the Communications Act as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 USC § 521 et seq., at 47 USC § 622(c).

(b) If an operator itemizes any cost, other than those specifically allowed by 47 USC § 622(c), the operator shall not selectively itemize costs.

(c) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.05: Advance Billing and Issuance of Bill

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period. Upon petition by an operator, the Commission may waive this provision in a given municipality as it applies to seasonal residents upon a showing that it serves the public interest to do so.

(2) Nothing in 207 CMR 10.05 shall prevent a cable subscriber from voluntarily offering or a cable operator from accepting payments in advance for periods greater than two months. A cable operator who voluntarily accepts advance payments for periods greater than two months may not pass along subsequent rate increases during the period of advance payments without the subscriber's prior agreement to be subject to such rate increases.

10.05: continued

- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.
- (4) A waiver of the provisions of 207 CMR 10.05 does not constitute a waiver of 207 CMR 9.00, security deposit regulations.

10.06: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Payment is due from the subscriber on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the date of the mailing of the bill.
- (2) The account of a cable • kvision subscriber shall not be considered delinquent until at least 30 days have elapsed from the due date of the bill and payment has not been received by the company.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5% of the balance due may be imposed as a one-time late W C -
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable • kvision service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.08(1) for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.08.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.07: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the thirty (30) day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

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10.08: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 15 working days of receipt of the complaint.
- (2) The subscriber shall remit the undisputed portion of the bill. Failure to remit said undisputed portion shall cause the subscriber to forfeit any rights under this section.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and make advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the commission may accept a petition filed under 207 CMR 10.08(4).
- (4) Should the dispute remain unresolved following recourse to the procedures outlined in 207 CMR 10.08(1) and (3), within 30 days of final action under those subsections either the subscriber or the cable television operator may petition the Commission, on forms provided by the commission, for resolution of disputes involving amounts of \$400.00 or less. Final action under 207 CMR 10.08(3) shall be deemed to have occurred thirty (30) days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision, and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation as it deems necessary. The Commission shall make a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.09: Service Interruptions

- (1) Every cable television operator shall grant a pro rata credit or rebate to any subscriber whose entire cable service is interrupted for 24 or more consecutive hours, if the interruption was not caused by the subscriber and the cable television operator knew or should have known of the service interruption.
- (2) If an entire tier or premium service of a subscriber's cable service is interrupted for 24 or more consecutive hours, the cable television operator shall provide a pro rata credit or rebate for each tier or premium service interruption as provided in 207 CMR 10.09(1).

10.10: Waiver

Upon receipt of a request from an issuing authority, the Commission may waive particular provisions in 207 CMR 10.00 if it finds that such a waiver is in the public interest and for good cause shown.

REGULATORY AUTHORITY

207 CMR 10.00: 47 U.S.C. § 552, M.G.L. c. 166A, §§ 2A, 3, 5(1), 10, 16 and 17.

NON-TEXT PAGE